

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-E1		PAGE OF PAGES 1 36	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RP52-05NA26986		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY HAD/HSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 GAIL M. GOURLEY 505 845-5863 GGOURLEY@DOEAL.GOV				CODE 898358		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Global Threat Reduction Initiative									
10. FOR INFORMATION CALL: ➡		A. NAME See Block 7		B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7		C. E-MAIL ADDRESS See Block 7			
11. TABLE OF CONTENTS									
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OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ➡				10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO. (Include area code)				15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➡		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE						25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B000 CLAUSE AND PROVISION NUMBERING (AUG 2006)

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

B003 ITEMS BEING ACQUIRED (FEB 2005)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

Item 1 - Reducing Nuclear and Radiological Threats pursuant to the Performance Work Statement as listed in Part III, Section J, Attachment 1.

Item 2 - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2.

B004 ESTIMATED COST AND FIXED-FEE - INCREMENTALLY FUNDED (FEB 2005) (TAILORED)

(a) The total estimated cost contemplated by the Contract clause entitled "Limitation of Funds", FAR 52.232-22, will be identified in each Task Order.

(b) The fixed fee for this Contract for cost-plus-fixed-fee task orders, as contemplated by the Contract clause entitled "Fixed Fee," is to be determined by task order. The fixed fee shall be paid pursuant to the terms of that clause.

(c) The incentive fee for this Contract for cost-plus-incentive-fee task orders, as contemplated by the Contract clause entitled "Incentive Fee," is to be determined by task order. The incentive fee shall be paid pursuant to the terms of that clause.

(d) Pursuant to the Contract clause entitled "Limitations of Funds," the total amount of incremental funding allotted to this contract is (to be determined prior to contract award and applied to the first Task Order).

Applies to Cost-Plus-Fixed-Fee and Cost-Plus-Incentive-Fee CLIN(s) only.

B062 TASK ORDER TYPES (JUL 2006)

Task Orders issued under this contract will be firm fixed price, cost plus fixed fee, or cost plus incentive fee. The total contract value, including firm fixed price, cost plus fixed fee and cost plus incentive fee task orders, for this contract is not to exceed \$100,000,000. Each Task Order shall identify the accounting and appropriation data associated with the funding allocated to each Task Order as well as such data associated with incremental funding pursuant to FAR Clause 52.232-22 "Limitation of Funds."

The Contracting Officer shall periodically provide to the contractor an accounting of all Task Orders issued under this contract. The accounting shall reflect the cumulative amount of Task Orders issued against the Contract value.

B063 CEILING RATE OF FEE (SEP 2006)

For all Cost Reimbursement Task Orders issued under this contract, the rate of fee to be applied to a base of total cost (excluding facilities capital cost of money and NMGR, if applicable) shall not exceed ___TBD* % .

*Percentage to be included in the Offeror's cost proposal [refer to solicitation provision L004, paragraph II(d)(1)i] and completed by the Contracting Officer prior to award.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005) (TAILORED)

The PWS is included as an attachment in Part III, Section J.

C003 REPORTS (FEB 2005) (TAILORED)

(a) Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2.

(b) Reports shall be accomplished within the total contract value. If costs exceed the total contract value, those additional costs to complete the reports shall be assumed by the Contractor.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005) (TAILORED)

Preservation, packaging, and packing for shipment or mailing of all non-classified work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D002 MARKING (FEB 2005) (TAILORED)

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract and task order by number under which the item is being delivered,
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

D003 SECURITY REQUIREMENTS (FEB 2005) (TAILORED)

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current NNSA/DOE Safeguards and Security directives identified in the Attachment to Section J entitled "List of DOE Applicable Directives."

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-02	INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-03	INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
52.246-04	INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-05	INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-17	GOVERNMENT DELAY OF WORK (APR 1984) <i>Applies to Firm-Fixed-Price Clins only.</i>
52.247-34	F.O.B. DESTINATION (NOV 1991) <i>Applies to Firm Fixed Price Clins only</i>
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (AUG 1989) (TAILORED)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Applies to Cost-Plus-Fixed-Fee Task Orders and Cost-Plus-Incentive-Fee CLIN(S) only.

B. NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F002 PERIOD OF PERFORMANCE - COMPLETION (FEB 2005) (TAILORED)

The ordering period for this contract is as specified in FAR clause 52.216-18, "Ordering." The period of performance for task orders issued under this contract will be identified in each task order.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.242-70 TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

B. NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, task order number, and topic. All correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the COR, with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

COR: (To be completed by the Contracting Officer prior to award)

(insert Point of Contact information -

Name: TBD, Address: Department of Energy, NA-21

1000 Independence Avenue, SW

Washington DC 20585

Phone no: (202)

Fax no: (202)

E-mail: TBD

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

Contract Specialist: Gail M. Gourley

Address: Office of Business Services HAD/HSD

P.O. Box 5400, Albuquerque, NM 87185-5400,

Phone no: (505) 845-5863

Fax no: (505) 284-7597

E-mail: GGourley@doeal.gov

(c) Patent Counsel

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contract Specialist with information copies to the COR and the NNSA Patent Counsel as follows:

Patent Counsel: Dickson Kehl

Address: Office of Chief Counsel

NNSA Service Center
P.O. Box 5400, Albuquerque
NM 87185-5400
Phone no: (505) 845-5172
Fax no: (505) 845-6913
E-mail: DKehl@doeal.gov

(d) The Contracting Officer(s) for this contract and subsequent task orders are:

Contracting Officer: Teresa M. Martinez
Address: Office of Business Services HAD/HSD
P.O. Box 5400
Albuquerque, NM 87185-5400
Phone no: (505) 845-4127
Fax no: (505) 845-4210
E-mail: TMartinez@doeal.gov

Task Order Contracting Officer: Gail M. Gourley
Address: Office of Business Services HAD/HSD
P.O. Box 5400
Albuquerque, NM 87185-5400
Phone no: (505) 845-5863
Fax no: (505) 284-7597
E-mail: GGourley@doeal.gov

G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005) (TAILORED)

(a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on negotiated cost-reimbursement type Task Order Contracts. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFCS) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each voucher submitted shall include the following:

- (1) contract number;
- (2) order number;
- (3) contractor name;
- (4) date of voucher;
- (5) invoice number;
- (6) total amount of voucher;
- (7) period covered or items delivered;
- (8) other data as deemed necessary by the Contracting Officer; and
- (9) cumulative amount invoiced to date.

(d) If you are unable to submit invoices electronically, contact the Contract Specialist identified in clause G001.

Applies to Cost-Plus-Fixed-Fee Task Order and Cost-Plus-Incentive-Fee Clins only.

G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS) (FEB 2005) (TAILORED)

(a) The following instructions are provided for submission of vouchers requesting payment. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows

vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

(c) Each invoice shall include the following:

- (1) contract number;
- (2) order number;
- (3) contractor name;
- (4) date of invoice;
- (5) invoice number;
- (6) total amount of invoice;
- (7) period covered or items delivered;
- (8) other data as deemed necessary by the Contracting Officer; and
- (9) cumulative amount invoiced to date.

(d) Delivery Payments

Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

(e) Approval of Invoices

The contractor will be paid after approval by the NNSA Approving Official.
Applies to Firm-Fixed-Price Clins only.

G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005) (TAILORED)

The COR for this contract is identified in Section G001. If the Contracting Officer determines the effort under this contract requires an Alternate COR, such alternate(s) shall be unilaterally added to this contract. In such cases, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H001 CLAUSE AND PROVISION NUMBERING (FEB 2005)

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005) (TAILORED)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website and those submitted as part of Section K as completed by the Contractor are hereby incorporated by reference.

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005)

In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) the amount required by the State of "as applicable" under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005) (TAILORED)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the COR under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

(c) The following information for the Contractor's Program Manager is as follows:

Name: *
Address: *
Phone Number: *
Fax Number: *
Email Address: *

*To be proposed by the Offeror and to be completed by the Contracting Officer prior to award.

H010 OBSERVANCE OF NATIONAL HOLIDAYS - BILLABLE TIME (FEB 2005) (TAILORED)

(a) Observance of National Holidays/Administrative Time-Off

(1) The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

(2) The Contractor shall not exceed the total number of holidays identified in paragraph (a) above. Contractor personnel shall comply with their own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall be consistent with company's established cost accounting standards and practices; other terms and conditions of the contract, and Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.

(3) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the Contractor. However, when granting any administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract. Costs for administrative time-off granted by the Contractor to its employees shall not be directly charged to the contract, nor shall the work be performed subsequently at premium or overtime pay. Additionally, the Government will not reimburse the Contractor for hours not worked by its employees.

(b) Billable Time

(1) Billable time performed during Contractor's normal duty hours of * AM to * PM, Monday through Friday, may include the following:

- (i) from the contractor's facility to assigned site of work or Government training;
- (ii) in performing the assigned duties;
- (iii) transfer to a new assigned site of work; and
- (iv) return from assigned site of work to the contractor's plant.

* To be proposed by the Offeror and completed by the Contracting Officer prior to Contract award.

(2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:

- (i) sick leave
- (ii) vacation leave
- (iii) emergency leave
- (iv) travel time to and from job assignment for leave or holiday
- (v) travel time during other than the normal duty hours identified in paragraph (1) above
- (vi) unauthorized time spent before leaving contractor's facility for assigned work site; and
- (vii) time spent awaiting security clearances.

Applies to Cost-Plus-Fixed Fee and Cost-Plus-Incentive Fee CLIN(S)

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005) (TAILORED)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

Applies to Firm Fixed Price CLIN(S)

H012 CONFIDENTIALITY OF INFORMATION (FEB 2005)

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities that is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

H014 ORDERING PROCEDURE (FEB 2005) (TAILORED)

(a) Task Orders:

The Contractor shall provide services under this contract only in performance of task orders and revisions to task orders signed by the Contracting Officer and provided to the Contractor. Costs not attributed to the performance of a specific task order shall not be allowed without the prior written consent of the Contracting Officer. The Contractor shall commence performance upon the receipt of a task order signed by the Contracting Officer. The DOE will not reimburse the Contractor for the costs of preparing task order proposals as a direct cost under this contract.

(b) Requesting Task Order Proposals:

When requesting task order proposals from the Contractor(s) in accordance with H014A entitled "Fair Opportunity Task Order Placement" below, the task order request for proposal (RFP) will specify (i) the task to be performed in a task order performance work statement (PWS); (ii) the schedule of performance; (iii) deliverables and required delivery dates; and (iv) any Government-furnished property to be provided. The Contractor shall provide its task order proposal within ten (10) working days of receipt of the task order RFP, unless otherwise specified in the task order RFP.

(c) Task Order Proposal Information:

The Contractor's task order proposal shall include the information requested in the task order RFP, inclusive of a proposed task order Project Plan. Cost information shall be submitted in the format prescribed by Section J Attachment entitled, "Task Order Cost/Price Proposal Instructions".

Subcontractor proposals shall also be included in this format and submitted with the Contractor's proposal, or directly to the Contracting Officer.

H014A FAIR OPPORTUNITY TASK ORDER PLACEMENT (AUG 2006)

In accordance with the guidance provided in FAR 16.505(b)(1), Contractors will be provided a fair opportunity to be considered for each task order placed under this contract that exceeds \$2,500 using the following placement procedures.

(a) Cost-Reimbursement Task Orders

(1) The Contracting Officer will place initial cost-reimbursement task orders following award of the contract based on a consideration of the technical and cost information provided in each Contractor's proposal for the original contract award.

(2) Subsequent cost-reimbursement task orders will be placed based on the following multiphase approach:

i. Initial selection of the Contractor to receive the order will be based on the Contracting Officer's assessment of:

1. the Contractor's past performance on earlier task orders, including quality, timeliness and cost control;

2. the potential impact in terms of capacity of other orders placed with the Contractor; and

3. a Government rough estimate of all Contractor's costs for the task order based on Government records of the Contractor's cost experience to date on similar orders.

ii. Following initial selection, the Contracting Officer will hold one-on-one sessions with the selected contractor to increase the understanding of the task order's requirements, discuss suggestions for refining the requirements, discuss risk reduction measures, and negotiate a reasonable cost and fee. If the Contracting Officer is unsuccessful in negotiating a task order at a reasonable cost and fee with the initially selected contractor, the Contracting Officer may select another contractor for award of the task order and hold a one-on-one negotiating session. If the Contracting Officer is still unsuccessful in negotiating a task order at a reasonable cost and fee, this process may continue with the other multiple-award contractor(s) until a task order at a reasonable cost and fee can be successfully negotiated.

(3) The Contracting Officer may choose to seek information necessary to make an initial selection of a Contractor as described in paragraph (a)(2)(i) above through the use of oral presentations or other streamlined procedures, and may also choose to seek rough estimates for cost from multiple contractors prior to making an initial selection.

(b) Firm-Fixed-Price Task Orders. If the Government issues firm-fixed-priced task orders, the following procedures will be followed:

(1) The Contracting Officer will place initial firm-fixed-priced task orders following award of the contract based on a consideration of the technical information provided in each Contractor's proposal for the original contract award and price quotes for the sample or new task orders from all Contractors.

(2) Subsequent firm-fixed-priced task orders will be placed based on the Contracting Officer's assessment of:

i. the Contractor's past performance on earlier task orders, including quality, timeliness and cost;

ii. the potential impact in terms of capacity of other orders placed with the Contractor; and

iii. price quotes from all Contractors.

(3) The Contracting Officer may choose to seek information necessary to make a selection of a Contractor as described in paragraph (b)(2) above through the use of oral presentations or other streamlined procedures.

(c) In providing a fair opportunity to be considered, the Contracting Officer is not required to:

(1) contact all Contractors prior to the placement of each task order in the case of cost reimbursement task orders;

(2) use the formal competition requirements in FAR Part 6 or the policies in FAR Subpart 15.3; or

(3) evaluate plans or score quotes or offers.

(d) Exceptions to the fair opportunity process and award may be made by the Contracting Officer under one of the following circumstances:

(1) The task order is so urgent that following the procedures described in paragraphs (a) and (b) above would result in unacceptable delays;

(2) Only one contract awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(3) The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract and all contract awardees were given a fair opportunity to be considered for the original order; and

(4) It is necessary to place an order to satisfy a minimum guarantee under the contract.

(e) A Task Order Ombudsman has been established to review and make determinations regarding any contract holders' complaints pertaining to the application of the fair opportunity selection process defined herein. The Ombudsman for this contract is:

Stephen Law
Office of Acquisition and Supply Management
National Nuclear Security Administration
NA-20
FORS Bldg
1000 Independence Ave SW
Washington, DC 20585
Phone: (202) 586-4321
Email Address: Stephen.Law@hq.doe.gov

H015 RELEASE OF INFORMATION (FEB 2005) (TAILORED)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to NNSA Service Center, Office of Public Affairs, ATTN: Public Affairs Director, P.O. Box 5400, Albuquerque, New Mexico, 87185. All proposed releases shall conform to the requirements of NNSA pertaining to the public release of information.

H018 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS) (FEB 2005) (TAILORED)

(a) In accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts", as modified by DEAR 952.245-5)", Government property will be specified in applicable Task Orders.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment (P&CE).

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

Applies to Cost-Plus-Fixed-Fee Task Orders, Cost-Plus-Incentive-Fee CLIN(S) only.

H019 GOVERNMENT-FURNISHED PROPERTY (FIXED PRICE CONTRACTS) (FEB 2005) (TAILORED)

(a) In accordance with FAR 52.245-2, "Government property (Fixed-Price Contracts)" as modified by DEAR 952.245-2, Government property will be specified in applicable Task Orders.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment (P&CE).

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include an analysis of the most economical method of acquisition.

Applies to Firm-Fixed-Price CLIN(S) only.

H020 COMPUTER SYSTEMS SECURITY (FEB 2005) (TAILORED)

(a) The Contractor agrees to comply with the NNSA/DOE directives and applicable requirements set forth in Part III section J attachment entitled "List of DOE Applicable Directives" and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

H025 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (FEB 2005) (TAILORED)

In the performance of this contract, the Contractor is responsible for complying with the Volume III Section J Attachment entitled "List of DOE Applicable Directives" and all other regulations specified in this contract or as required by law or regulations.

H033 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT) (FEB 2005)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (FEB 2005)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H044 INDEFINITE QUANTITY (MAY 2006) (TAILORED)

In accordance with FAR 52.216-22, the maximum dollar amount the Government may order under this contract is \$100,000,000.00; the guaranteed minimum amount over the contract period of performance for any contractor(s) selected, is \$500,000.00.

H097 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY (AUG 2006)

The Contractor shall conduct contract operations and services in accordance with all applicable Federal, State, and local laws and regulations (including DOE regulations), DOE Orders and Directives, and NNSA Policy requirements. In performing work under this contract, the Contractor shall comply with the requirements of those DOE Orders/Directives or NNSA Policy requirements, or parts thereof, identified in Part III, Section J, "List of DOE Applicable Directives". The Contracting Officer may, from time to time and at any time, revise the section J Attachment "List of DOE Applicable Directives" by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising the list, the Contracting Officer shall notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the list and so advise the Contractor not later than 30 days prior to the effective date of the revision of the list. The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of the list pursuant to the applicable "Changes" clause of this contract.

H098 LICENSE REQUIREMENTS (AUG 2006)

The Contractor shall comply with Nuclear Regulatory Commission (NRC) license or NRC Agreement State license requirements for performance of tasks requiring such a license. This license must authorize the licensee to possess, process, and store special and source nuclear materials controlled by the Atomic

Energy Act of 1954, as amended. The license shall also authorize the licensee to release, from regulatory control, items the licensee has determined not to be radiologically contaminated.

H099 SECURITY REQUIREMENTS (AUG 2006)

All contractor personnel assigned to perform work under this contract shall be US Citizens and may not retain dual citizenship status. Contractor personnel may be required to have a DOE "L" clearance in accordance with the Section J Attachment "Contract Security Classification Specification, CSCS".

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) <i>This clause is applicable if facilities capital cost of money is not proposed by the Offeror.</i>
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997) Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: 'Part III, Section J, Task Order Cost/Price Proposal Instructions'
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, (a), Description of the information and the format that are required: 'Part III, Section J, Task Order Cost/Price Proposal Instructions'
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), and Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.216-08	FIXED FEE (MAR 1997) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s) only.</i>
52.216-10	INCENTIVE FEE (MAR 1997) Para (e)(1), The fee payable under this contract shall be the target fee increased by the cents stated for every dollar that the total allowable cost is less than the target cost: "to be determined specified in the applicable task order"

	Para (e)(1), The fee payable under this contract shall be the target fee decreased by the cents stated for every dollar that the total allowable cost exceeds the target cost: "to be specified in the applicable task order"
	Para (e)(1), Percent is "to be specified in the applicable task order"
	Para (e)(1) Percentage is "to be specified in the applicable task order"
	<i>Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.216-18	ORDERING (OCT 1995)
	Para (a), Issued from date is 'award date of contract'
	Para (a), Issued through date is '5 years after initial award of contract'
52.216-19	ORDER LIMITATIONS (OCT 1995)
	Para (a). Insert Dollar amount or quantity. 'not applicable'
	Para (b)(1). Insert dollar amount or quantity 'not applicable'
	Para (b)(2). Insert dollar amount or quantity. 'not applicable'
	Para (b)(3). Insert number of days. 'not applicable'
	Para (d). Insert number of days. 'not applicable'
52.216-22	INDEFINITE QUANTITY (OCT 1995)
	Para (d), Date is '5 five years after the expiration date of this contract'
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
	Para (a), Dollar amount is "zero"
	<i>Applies to Cost-Plus-Fixed-Fee and Cost-Plus-Incentive Fee CLIN(S)</i>
52.222-03	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.222-50	COMBATING TRAFFICKING IN PERSONS (APR 2006)
52.223-03	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
	Para (b), Material Identification No: 'to be completed by the Contractor and the listing shall be provided to the Contracting Officer Representative sixty days prior to commencement of Hazardous Material delivery.'
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-07	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
	Para (a), Number of days is 'sixty'
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-01	BUY AMERICAN ACT--SUPPLIES (JUN 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
	Pages of technical proposal " Contractor to fill in"
	Date of Proposal "Contractor to fill in"
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)

- 52.229-03 *Applies to Cost-Plus-Fixed-Fee CLIN(S), and Cost-Plus-Incentive-Fee CLIN(S).*
FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.229-06 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.229-08 TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
Para (a), Name of foreign government is 'to be specified in the task order'
Para (a), Name of country is 'to be specified in the task order'
Applies to Cost-Plus-Fixed-Fee CLIN(S), and Cost-Plus-Incentive-Fee (Performance) CLIN(S) only.
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
Para (c), Agency name 'National Nuclear Security Agency'
Para (g), Agency name 'National Nuclear Security Agency'
Para (g), Agency name 'National Nuclear Security Agency'
Para (g), Agency name 'National Nuclear Security Agency'
- 52.232-01 PAYMENTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-11 EXTRAS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003) - ALTERNATE I (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE IV (APR 1984)
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)

	<i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE III (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (AUG 1998) Para (e), approval required on subcontracts to: 'to be specified in task order(s)' Para (k), Insert subcontracts evaluated during negotiations. 'To be completed by Contracting Officer prior to award of individual Task Orders'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) Para (c). Insert address. 'Contracting Specialist specified in section G.' <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.248-01	VALUE ENGINEERING (FEB 2000) Para (m). Contract number. 'to be added by the Contracting Officer prior to award'
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.249-04	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.249-14	EXCUSABLE DELAYS (APR 1984) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.202-01	DEFINITIONS (JAN 2005)
952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-02	SECURITY (MAY 2002)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-76	CONDITIONAL PAYMENT OF FEE OR PROFIT - SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION (JAN 2004)
952.208-70	PRINTING (APR 1984)
952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996)

952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.225-70	SUBCONTRACTING FOR NUCLEAR HOT CELL SERVICES (MAR 1993)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.227-09	REFUND OF ROYALTIES (FEB 1995)
952.227-11	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)
952.227-13	PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT (SEP 1997)
952.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (AUG 2005)
952.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (AUG 2005) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>
952.247-70	FOREIGN TRAVEL (DEC 2000)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.</i>

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-01 DEFINITIONS (DEVIATION) (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations, and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

52.204-02 SECURITY REQUIREMENTS (DEVIATION) (MAY 2002)

(a) Responsibility. It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise

expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The contractor agrees to comply with all security regulations and requirements of DOE as incorporated into the contract.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12958 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12958, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12958.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (AUG 2006)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987) WITH ALTS II, III, V- AS AMENDED BY DEAR 927.409(A) PRESCRIPTION TO AMEND FAR CLAUSE 52.227-14 (AUG 2006)

(a) Definitions.

(1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data

identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

(5) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

(6) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

(7) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(8) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in --

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to --

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) The Contractor agrees not to assert copyright in computer software first produced in the performance of this contract without prior written permission of the DOE Patent Counsel assisting the contracting activity. When such permission is granted, the Patent Counsel shall specify appropriate terms, conditions, and submission requirements to assure utilization, dissemination, and commercialization of the data. The Contractor, when requested, shall promptly deliver to Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in

subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor --

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also

(i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or

(ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUN 1987)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state.]

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.
(End of Notice)

(3)

(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE (JUN 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be --

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE
Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished -- rights reserved under the Copyright Laws of the United States."

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor

shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to three years after acceptance of all items to be delivered under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-04 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: to be completed if applicable upon contract award

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	10	11 SEP 2006	PERFORMANCE WORK STATEMENT
ATTACHMENT 2	12	03 AUG 2006	REPORTING REQUIREMENTS CHECKLIST WITH ATTACHED SAMPLE GUIDES
ATTACHMENT 3	2	03 MAY 2005	CSCS
ATTACHMENT 4	3	31 JUL 2006	TASK ORDER COST/PRICE PROPOSAL INSTRUCTIONS
ATTACHMENT 5	1	06 SEP 2006	LIST OF DOE APPLICABLE DIRECTIVES
ATTACHMENT 6	5	31 JUL 2006	COST PROPOSAL TABLES 1-5

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$32.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.227-06 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or
Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before

expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.204-73 FACILITY CLEARANCE (MAY 2002)

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328.

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a

Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

NOTICE TO OFFERORS - CONTENTS REVIEW

(PLEASE REVIEW BEFORE SUBMITTING)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 SIGNATURE/CERTIFICATION (FEB 2005)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Date of Execution

Name of Organization

Street

City, State, Zip Code

Solicitation Number

K005 CERTIFICATE PERTAINING TO FOREIGN INTERESTS (AUG 2006)

With regard to the Contract's Section K provision entitled "FACILITY CLEARANCE", the Offeror is required to complete all applicable FOCI disclosure forms provided in Attachment A of this section entitled "Foreign Ownership, Control or Influence (FOCI) Package", which includes a Standard Form 328 - Certificate Pertaining To Foreign Interests. If the Offeror has an approved facility clearance, the Offeror should identify (1) its DOE Facility Code (or DOE CAGE Code, if applicable), (2) the date the Offeror's completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination.

K006 ATTACHMENT A - FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) PACKAGE (AUG 2006)

See attached ATTACHMENT A - FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) PACKAGE

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)
52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
This clause is applicable if facilities capital cost of money is proposed by the the Offeror.
52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'ID/IQ'
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)
52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'Teresa Martinez'
52.237-08 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)

B. OTHER SOLICITATION PROVISIONS

952.227-84 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (FEB 1998)
952.233-02 SERVICE OF PROTEST (MAR 2002)
952.233-04 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV (TAILORED) (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

Refer to L004 for requirements.

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-03 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: to be added when applicable

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.211-70 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996)

Contracts or purchase orders awarded as a result of this solicitation shall be assigned a [X] DO-Rating; [.] DX-Rating; and certified for national defense use in accordance with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700).

Applicable rating is a DO rating.

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

L001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (FEB 2005) (TAILORED)

GENERAL INSTRUCTIONS

(1) Supplemental Solicitation Definitions.

"Electronic signature" or "signature" means a method of signing an electronic message that-

(i) Identifies and authenticates a particular person as the source of the electronic message; and

(ii) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware and software platform, including the associated databases, by which the National Nuclear Security Administration conducts electronic business.

"Proposal" means the electronic proposal submitted via IIPS.

(2) Intention to Propose. To enable us to anticipate the number of submissions to be evaluated, please complete the information in the Section L Attachment entitled "Intention to Propose Notification" and e-mail the completed form to the Contract Specialist addressed in Section G001.

(3) Proposal Due Date. Submission of proposals by means other than IIPS is not authorized. Proposal must be received through the IIPS web site no later than 3:00 p.m. (mountain time) local time on October 11, 2006. See FAR 52.215-1, which describes the treatment of late submission, modification, revision, and withdrawal of proposals. It is the responsibility of the Offeror, prior to the proposal due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the "IIPS User Guide For Contractors." In addition to the official electronic proposal submitted through IIPS, this solicitation requires Offerors to submit six written copies of Volumes I, II, and III proposal. The Offeror shall also provide a copy of the Volume I, II, and III proposal on a flash drive or DVD.

(4) Solicitation Questions/Comments and Proposal Response (Submission) Information. Reference the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>.

(5) Overall Arrangement of Proposal.

Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. The Government will consider how well the Offeror complies with all solicitation instructions. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. Proposal files are to be formatted in the following applications: Adobe Acrobat 5.0 (PDF) or higher, Word 2000 or higher, Excel 2000 or higher (for Volume III), or PowerPoint 2000 or higher.

(i) The overall proposal shall consist of three volumes. Each volume must be submitted as a separate file. Multiple electronic files may be submitted for each volume; however, each file must clearly identify the volume to which it relates. References to another part or section within the same volume of the proposal may be appropriate in order to avoid duplication of detailed information. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. With the exception of pricing information requested in Part I, Section B, "Supplies or Services and Prices/Costs", all contractual cost and pricing information shall be addressed only in the Cost Volume, unless otherwise specified. Page limitations, if any, for each volume are specified below. The proposal shall be submitted as follows:

Proposal Volume	Title	Page Limit
Volume I	Offer & Other Documents	No page limit
Volume II	Technical and Management Information	65 pages
Volume III	Cost Proposal	No page limit

(ii) Each volume designated above, is to be submitted individually according to the instructions detailed in the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. Subcontractors submitting proprietary information may register in IIPS and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(iii) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the forms (e.g., Standard Form 26 or 33). Offerors are advised that the submission of proposals in an electronic format via IIPS is required.

(6) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(7) Page Description.

(i) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the

only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (ii) below can be used for this information, however, other text reductions are unacceptable.

(ii) With the exception of headers and footers, spreadsheet, charts, tables, diagrams or design drawings graphs, tables and spreadsheets throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Courier, Geneva, Arial or Universal font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(iii) Proposals will only be read and evaluated up to the page limitations, if any. Page counting will begin with the first page of each volume of the proposal. No material may be incorporated by reference as a means to circumvent the page limitation.

(8) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation for the respective volume, including attachments, appendices and annexes, except for the following: Table of Contents, Title Pages, and Glossary. For Volume II, the following are excluded from the page count limitation: Section L Attachments entitled "Past Performance Information Forms" and "Past Performance Questionnaires".

(9) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(10) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(11) Point of Contact. The Contracting Officer (CO) and the Contract Specialist identified in Section G001 are the sole points of contact during the conduct of this procurement.

(12) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO (via email address: gtricompetitionhelp@doeal.gov) to obtain clarification. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO.

(13) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by an amendment issued by the CO.

(14) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is described in the proposal.

(15) Alternate Proposals. Alternate proposals will not be accepted.

(16) Contractor Teaming Arrangements. "Contractor teaming arrangement" is defined in Federal Acquisition Regulation 9.601. Offerors shall provide full and complete information on each of the participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the Offeror team to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Address each team member's role and responsibilities in this effort.

(17) Reading Rooms. A reading room containing documents applicable to this solicitation is located at NNSA's Website <http://www.doeal.gov/gtri/Default.aspx>

(18) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the Contracting Officer. This independent review is available:

(i) as an alternative to consideration by the Contracting Officer of a protest; or

(ii) as an appeal of the Contracting Officer's decision on a protest. Designation of the officials conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

**L002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS
(FEB 2005) (TAILORED)**

(a) General: Volume I, Offer and Other Documents, consists of the following documentation:

Standard Form (SF) 33, Solicitation, Offer, and Award
Representations and Certifications (Section K and ORCA)
Exceptions and Deviations Taken in Other Volumes
Nuclear Regulatory Commission (NRC) License or NRC Agreement State license
Initial Page of Proposal Information
Additional Information
RFP Matrix

(b) Content.

(1) SF 33, Solicitation, Offer, and Award. The SF 33 shall be fully executed by an authorized representative of the offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents.

(2) Representations and Certifications. Representations, certifications, and other statements of offerors (Part IV--Section K of the solicitation), shall be fully executed by an authorized representative of the offeror.

(3) Exceptions and Deviations. Describe exception(s) or deviation(s), if any, the Offeror has taken to the solicitation terms and conditions as well as the benefit of such exceptions/deviations to the Government. Any exceptions or deviations to the terms of the proposed contract may make the offer unacceptable for award without discussions.

(4) NRC license or NRC Agreement State license. An Offeror's proposal will not be evaluated under this acquisition unless the Offeror or a team member can affirmatively demonstrate that it has a current NRC or NRC Agreement State license for use for relevant task orders that may be issued under this contract. This license must authorize the licensee to possess, process, and store special and source nuclear materials controlled by the Atomic Energy Act of 1954, as amended. The license shall also authorize the licensee to release, from regulatory control, items the licensee has determined not be radiologically contaminated.

(5) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms and conditions, and provisions included in the solicitation;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(6) Additional Information.

(i) If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

(ii) Contractor's normal duty hours (see Section H010, paragraph (b))

(iii) Contractor's Program Manager (see Section H007)

(iv) Technical Proposal Data pages containing propriety data (see Section I clause FAR 52.227-23)

(v) Cognizant Agency Indirect Rate negotiation (see Section L019)

(vi) Applicability of FAR clause 52.215-16 or FAR clause 52.215-17 (see Section I and L)

(vii) Offerors shall complete the last column of the RFP matrix (L-9)

L003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT INFORMATION (FEB 2005) (TAILORED)

(a) In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in Volume II of your proposal. The estimated labor provided in the Sample Task Order Project Plans shall be quoted in labor hours/full time equivalents only with no indication as to the cost of these labor hours in this volume. A staffing plan for each sample task shall be completed. See sample staffing plan attachment L-4.

(b) The Offeror shall provide the following information for the Technical portion of the proposal.

(1) Criterion 1 - Technical Approach to Sample Task Orders. The Offeror shall describe its technical approach to two sample task orders. In describing its technical approach, the Offeror shall include a Project Plan that addresses how the work will be accomplished to satisfy the Performance Work Statement requirements in each sample task order (see Section L Attachment entitled "Sample Task Orders"). The Offeror's Project Plan shall also identify any technical risks associated with performance of the sample task orders, their impacts, and the Offeror's plan to avoid or minimize the risks. Simply repeating the Performance Work Statement requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(2) Criterion 2 - Corporate Experience. The Offeror shall describe its experience related to the requirements of the Task Areas of the Performance Work Statement contained in Section J, Attachment 1 and why the experience is relevant (similar in size, scope and complexity). The experience cited must be within the last three years and in place for at least three months. The Offeror shall also describe the depth of its role in the management and execution of the experience cited. The Offeror shall also include a crosswalk as it relates to each team member's proposed role and experience in performing the Task Areas of the Performance Work Statement (see Section L Attachment entitled "Sample Experience Matrix").

(3) Criterion 3 - Past Performance. The Offeror shall submit information on past performance requested below. "Offeror" includes, in the case of a "contractor team arrangement" (as defined in Federal Acquisition Regulation 9.601) all of the members of the Offeror's team including subcontractors that will perform major or critical aspects of the Performance Work Statement, Section J

attachment. If the Offeror is a newly formed legal entity that has no past performance information, the Offeror shall submit past performance information relating to its team members.

The Offeror shall submit a completed Past Performance Information Form (see Section L Attachment entitled "Past Performance Information Form") for no more than three contracts performed by the Offeror (or 3 separate contracts for each proposed team member, as applicable) where the work is/was relevant to the experience cited and/or used in response to Criterion 2 above and the Offeror was the responsible performing entity. (For example, a prime contractor with two subcontractors will submit nine (9) forms. Two teaming partners and two subcontractors will submit twelve (12) forms.) Contracts listed may include federal, state, and local Government and commercial customers.

The Offeror shall provide the Past Performance Questionnaire (see Section L Attachment entitled "Past Performance Questionnaire") to each technical and contracting point of contact listed in Blocks 9a and 9b of the "Past Performance Information Form." These points of contact shall return the completed Past Performance Questionnaires directly to the NNSA Contract Specialist listed in Block 7 of this solicitation's SF 33 or by facsimile at (505) 284-7597.

. This information should be submitted prior to the date for receipt of proposals. Receipt of the questionnaires by NNSA is not subject to the provisions of the Section L clause entitled "Instructions to Offerors-Competitive Acquisition" related to late proposals. The Offeror shall be responsible for assuring, to the extent possible, that the completed Past Performance Questionnaires are returned to the Contract Specialist. Offerors are advised that past performance information received more than 30 days after the closing date of this solicitation may not be considered in the evaluation process.

L004 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III - COST PROPOSAL (FEB 2005) (TAILORED)

I. Overview and General Requirements

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, information other than cost or pricing data is required to determine if the proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 applies, the Offeror may be required to submit cost or pricing data. If required, the offeror shall submit certifiable cost or pricing data within 14 calendar days after the date of the request.

(a) Submission Format

The cost proposal consists of your estimated price to perform the required effort as set forth in the solicitation and must be prepared in a manner that is current, accurate, and complete. In accordance with FAR 15.403-5(b)(2), prepare the cost proposal submission using the format specified in the following instructions. The Offeror's proposal must adequately address each proposed cost element and the level of cost detail required per these instructions.

(b) Proposal Accuracy

The cost proposal must be mathematically correct and structured in a logical manner. Row and column totals for all schedules and exhibits must be accurate. Cost totals on supporting schedules and exhibits must track to and agree with summary cost totals and the amounts shown on the proposal cover sheet. Round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny.

(c) Narrative Support

The Offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. In accordance with the solicitation requirements, the narrative

should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs.

(d) Reserved

(e) Cost/Price Reasonableness and Realism

Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness and realism. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide complete rationale and a summary of the reduction by cost element. The burden of proof for credibility of proposed cost/price rests with the Offeror.

(f) Teaming Arrangements

If a teaming arrangement is proposed, the Offeror must provide a copy of these instructions to all potential team members, including subcontractors. All team member and subcontractor proposals must be received by the date/time specified in the solicitation. The Offeror must provide a summary of the total cost and clearly identify by cost element the portion of the cost proposal that pertains to each participant, including subcontractors. In addition, each participant must provide separate proposal cover sheets, exhibits, summary schedules and supporting cost information in the same format and level of detail as required of Offerors under these cost instructions.

(g) Subcontract Proposal Submission and Analysis

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices. Failure to conduct adequate subcontract cost or price analysis in accordance with FAR 15.403(b), prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(h) Interorganizational Transfers

An interorganizational transfer includes any proposed effort or work done by a division, subsidiary, or affiliates of the Offeror under a common control. The Offeror's cost proposal must separately identify and provide a cost element breakout of all proposed interorganizational transfers. It is the Offeror's responsibility to conduct appropriate cost or price analysis to establish the reasonableness of proposed interorganizational transfer prices. Failure to conduct adequate cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(i) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposed cost or price. This right may be exercised in connection with any such reviews deemed necessary by the Government prior to contract award.

II. Specific Cost and Format Requirements

The Offeror, including any proposed subcontractors, or members of a teaming arrangement, shall format the cost proposal in accordance with the following instructions.

(a) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (1) Company name, division, address, telephone number, and e-mail address.
- (2) The name, telephone number, and e-mail address of a primary point of contact.
- (3) The proposal number, date, and expiration date.
- (4) A brief description of the product and/or service being provided and the place of performance.
- (5) Proposed cost, profit or fee, total price, and contract period of performance.
- (6) Name, title and signature of person authorized to commit the firm.
- (7) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed subcontracts or inter-organizational transfers.
- (8) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.
- (9) A statement granting the Contracting Officer the right to examine your books and records.
- (10) A statement identifying whether your organization is subject to the Cost Accounting Standards (CAS) and the current status of your Disclosure Statement. State whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS and, if yes, provide an explanation. State whether any aspect of this proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if so, provide an explanation.

(b) Contract Period of Performance

For pricing purposes, assume a start date of April 1, 2007 for each sample task order.

(c) Cost Proposal Summary

The following instructions are provided to assist in the preparation of a comprehensive fully-supported cost proposal. The attached Microsoft EXCEL tables are for illustration purposes only (see section L Attachment Cost Proposal Tables 1-5). Propose all costs in accordance with your established accounting and estimating practices. Please provide these instructions to all subcontractors and interdivisional organizations.

(d) Sample Task Orders: For each sample task proposal, provide a cost summary broken down by element by Contractor Fiscal Year (CFY) (Table 1). All formulas must be included in the EXCEL spreadsheets.

(1) Cost Elements: The Offeror is required to address all elements of cost applicable to the proposed effort, by providing supporting documentation or narrative justifying the cost.

a. DIRECT LABOR HOURS: Show how the total quantity and mix of labor was estimated. Discuss the bases of estimate to support proposed hours. Disclose the total number of direct productive labor hours (DPLH) estimated per year for a full time equivalent (FTE) employee. Show how your DPLH is calculated by identifying the number of annual hours estimated for each type of non-productive time such as vacation, holiday, sick leave, administrative leave, and other types of non-direct charged activities in accordance with your current compensation policies.

b. **DIRECT LABOR RATES:** Identify base rates by CFY by Offeror labor category, and the source of the rates (e.g., FPRA, bidding rates, average category rates, compensation or salary surveys). Highlight the yearly labor rate escalation percentages which are included in your cost proposal. Provide justification for the escalation percentages employed.

c. **INDIRECT RATES:** Show the proposed rates by CFY for all applicable burdens. Identify the application base for each burden rate, and provide documentation regarding the basis for the proposed rates/factors (i.e., FPRA, bidding rates, DCAA audits).

d. **MATERIALS and EQUIPMENT:** Provide a summary listing of all materials and equipment by CFY (Tables 4 and 5). Include a description of the basis for pricing, e.g., verbal quotes, written quotes, Internet sites, buy history, engineering estimate, etc. Identify any decrement factors based on relevant historical data. If escalation is applied, provide a justification for the rates employed.

e. **TRAVEL:** Provide breakout of travel costs by CFY. Show destinations, duration of travel, number of travelers, number of trips, air fare, per diem, car rental, and miscellaneous expenses (Table 3). Describe the reasons for travel, basis of rates, and the sources of any escalation rates utilized.

f. **CONSULTANTS:** Provide the basis of rates, copies of consultant agreements, and justification for consultant use.

g. **OTHER DIRECT COSTS:** Any item not covered elsewhere should be justified and include a breakout of costs and the bases of estimate. If escalation is applied, provide a justification for the rates employed.

h. **COST OF MONEY:** Provide calculations for cost of money for facilities capital employed by CFY, and disclose the Treasury rate used.

i. **FEE:** Identify the proposed fee amount as a separate line item by CFY. The prime Offeror's proposed Sample Task Order fee, expressed as a percentage of total costs (excluding facilities capital cost of money and New Mexico Gross Receipts Tax, if applicable), will be incorporated into contract clause B063 and will represent the ceiling rate of fee allowable on cost reimbursement Task Orders awarded under this contract. Although not required, the Offeror is encouraged to provide substantiation of fee proposed.

j. **SUBCONTRACTS (including Interdivisional Transfers):** Provide a summary listing of anticipated subcontractors to include contract type, the subcontractor's quoted price, and the Offeror's proposed price for the subcontractor (Table 2). Reconcile any differences between the subcontractor's quoted price and the prime's offered price for the subcontract. In accordance with FAR 15.404-3(b), include in your proposal the results of your analyses of subcontractor cost information. Describe the tasks to be performed by the subcontractor.

1. If the subcontract is to be awarded based on competition or is a commercial item, provide your price/cost analysis and any evidence or discussion of bids received.

2. If the subcontract was not competed or is not a commercial item, provide a complete cost proposal from each subcontractor (Tables 1-5). Subcontract cost proposals shall include a breakout of all elements to the same extent as required of the prime contractor, as detailed under paragraph II.(d)(1) above.

3. If proposed subcontractors have rates which they consider to be proprietary data, then separate proposals shall be sent directly to the Contracting Officer. All required data shall be received at the same time as the prime cost proposal.

(2) Funding Summary. Provide a funding summary by Government Fiscal Year if the work will be performed during more than one fiscal year, i.e., list the CFY and the total amount of funding required for that year.

(3) Automation: Submit cost proposal information using Microsoft EXCEL, version to be consistent with the attachments to these instructions. Do not provide spreadsheets using any other programs where formulas cannot be viewed. Provide supporting narrative in Microsoft WORD or Adobe Acrobat.

k. NEW MEXICO GROSS RECEIPTS TAX: If applicable, show the calculation of the tax against total price, or portions thereof, by CFY. Disclose the rate(s) used in your computation. For further information go to www.state.nm.us/tax/ <<http://www.state.nm.us/tax/>> .

(e) Accounting System

Provide a general description and information about your accounting system. Indicate whether your accounting system is acceptable for government contract costing purposes. State if your accounting system has been reviewed and approved by a government agency. Provide a copy of the Government Agency's approval letter. This letter should identify the approving agency, the scope of review, and the date of approval. Disclose and fully explain any outstanding accounting system deficiencies cited by the government or independent auditors. If applicable, describe the nature of the deficiency and status of corrective actions.

(f) Company Compensation Policies

Briefly describe your company's compensation policies relating to the following areas (existing company publications may be furnished):

- (1) Salary adjustments - Merit, cost-of-living, and other general salary adjustments
- (2) Fringe benefits - Compensated absences, insurance, health, retirement, and other contributions
- (3) Travel/Per Diem
- (4) Relocation
- (5) Bonuses and other employee incentive programs
- (6) Overtime and shift premium
- (7) Uncompensated overtime

(g) Other Financial Information

Provide the following financial information as an attachment to your cost proposal:

(1) Audited financial statements (balance sheet, income statement, and statement of cash flow) for the last completed fiscal year. If audited financial statements were not prepared during the prior year, provide comparable financial information such as a compilation or other review performed by an independent auditor.

(2) Balance sheet and income statement for all quarters reported in the Offeror's current fiscal year.

(3) Describe the financial impact of this project on your organization. State what percentage proposed contract costs represent of your estimated total business during the period of performance.

(4) Describe your financial plan to provide operation capital for the first 90 days of the contract. Disclose any known contingency, limitation, or condition affecting the availability of funds for this project.

L009 OFFER SUBMISSION VIA THE INDUSTRY INTERACTIVE PROCUREMENT SYSTEM (IIPS) (FEB 2005)

Submission of bids/quotes by means other than IIPS is not authorized. Offers must be received through the IIPS web site NO LATER THAN 3:00 p.m. (mountain time) local time on on October 11, 2006.. See FAR 14.214-7 "Late Submissions, Modifications, and Withdrawals of Bids," for treatment of late bids/quotes. Each offer is to be submitted according to the instructions in the IIPS User's Guide, which is available at <http://e-center.doe.gov/doesbiz.nsf/Help?OpenForm>. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the IIPS User's Guide.

L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005)

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is \$32.5 million and the North American Industry Classification System (NAICS) code is 561210.

L012 NUMBER OF AWARDS (FEB 2005) (TAILORED)

It is anticipated that there will be multiple award(s) resulting from this solicitation. However, the government reserves the right to make one award, or no award, if it is considered to be in the Government's best interest to do so.

L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005)

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L019 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (FEB 2005)

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ____, answer paragraph b. below

NO ____, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name	Address
_____	_____

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name Telephone No.

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name Address

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name Telephone No.

L021 INTERNET SITES (FEB 2005) (TAILORED)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: [http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open Document](http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open+Document)

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

NNSA Service Center's GTRI website: <http://www.doeal.gov/gtri/Default.aspx>

L022 SUPPLEMENTAL SOLICITATION DEFINITIONS (FEB 2005) (TAILORED)

"Electronic signature" or "signature" means a method of signing an electronic message that-

- (a) Identifies and authenticates a particular person as the source of the electronic message; and
- (b) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurment System" and means the hardware, firmware, and software platform, including the associated databases used by NNSA to conduct electronic business.

"Proposal" means the electronic written bid/quotation or application submitted via IIPS or an authorized alternative in response to this solicitation.

L055 LIST OF ATTACHMENTS (AUG 2006)

Attachment Number	List of Section L Attachments	# of pages
L-1	Intention to Propose Notification (see L001)	1

L-2	Sample Task Orders 1(appendices 1,2, & 3)(see L003)	56
L-3	Sample Task Orders 2 (appendix 1)(see L003)	7
L-4	Sample Staffing Plan (see sample task orders)	1
L-5	Sample Experience Matrix (see L003)	1
L-6	Past Performance Information Form (see L003)	3
L-7	Past Performance Questionnaire (see L003)	4
L-8	Cost Proposal Tables 1-5 (see L004)	5
L-9	RFP Matrix (L002)	1

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M001 EVALUATION OF PROPOSALS (FEB 2005) (TAILORED)

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. NNSA has established a Source Evaluation Board (SEB) to evaluate the proposals submitted for this acquisition.

(b) A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. An overall rating of unsatisfactory in one evaluation criterion may also result in elimination of the proposal from further consideration regardless of the rating of the other criteria. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(c) For the purpose of evaluating information on an Offeror's past performance, NNSA will consider information on all of those companies, including subcontractors, comprising the Offeror's "contractor team arrangement" (as defined in FAR 9.601) that will perform major or critical aspects of the Performance Work Statement Section J Attachment as well as on the single legal entity submitting the offer. NNSA may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(d) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(e) Exceptions or deviations to any terms and conditions of the solicitation will not render the proposal unacceptable; however, any exceptions or deviations may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(f) An Offeror's proposal will not be evaluated under this acquisition unless the Offeror or a team member can affirmatively demonstrate that it has a current Nuclear Regulatory Commission (NRC) or NRC Agreement State license for use for relevant tasks that may be issued under this contract. This license must authorize the licensee to possess, process, and store special and source nuclear materials controlled by the Atomic Energy Act of 1954, as amended. The license shall also authorize the licensee to release, from regulatory control, items the licensee has determined not to be radiologically contaminated.

M002 BASIS OF CONTRACT AWARD (FEB 2005) (TAILORED)

(a) The Government intends to award multiple ID/IQ contracts to responsible Offerors whose proposals are responsive to the solicitation and determined to be the best value to the Government. However, the government reserves the right to make one award, or no award, if it is considered to be in the Government's best interest to do so.

(b) Selection of the best value to the Government will be achieved through a process of evaluating and assessing the strengths and weaknesses of each Offeror's proposal against the Technical and Management evaluation criteria described below. In determining the best value to the Government, the Technical Approach to Sample Task Orders and Corporate Experience are of equal importance. Each is more important than Past Performance. When combined, Technical Approach to Sample Task Orders, Corporate Experience, and Past Performance are significantly more important than cost. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest evaluated cost. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror over another. Thus, to the extent that Offeror's evaluated "Technical Approach to Sample Task Orders, Corporate Experience, and Past Performance" are close or similar in merit, the evaluated cost is more likely to be a determining factor.

M003 EVALUATION CRITERIA (JUL 2006)

The Offeror's proposal will be evaluated against the evaluation criteria as they relate to the requirements of the solicitation.

(1) Evaluation Criterion 1 - Technical Approach to Sample Task Orders. The Government will evaluate the Offeror's technical approach to performing each sample task order to assess the Offeror's understanding of the Task Order Performance Work Statement (PWS) requirements and the feasibility of its proposed approach.

(2) Evaluation Criterion 2 - Corporate Experience. The Government will evaluate and assess the relevancy, currency and depth of the Offeror's experience.

(3) Evaluation Criterion 3 - Past Performance. The Government will evaluate and assess the past performance on the corporate experience cited in Criterion 2, as well as the other past performance information submitted by the Offeror, or relevant past performance information that the Government obtained from other sources, to determine the degree to which the past performance demonstrates the Offeror's ability to successfully perform the Performance Work Statement (PWS) Section J Attachment. If the Offeror does not have a record of relevant past performance information on contracts similar to the PWS, or past performance information is otherwise not available, the Offeror will not be evaluated favorably or unfavorably on past performance and will be assigned a "neutral" rating.

(4) Evaluation Criterion 4 - Cost. The Cost Proposal will not be rated, but will be used in determining the best value to the Government in accordance with M002 of this Section M. The Government will evaluate and assess the cost to determine reasonableness, realism and completeness. A significant cost deficiency or weakness, one that may cause the rejection of the offer, is defined as one that is lacking in reasonableness, realism or completeness and correction would cause a material alteration or revision of the Offeror's cost proposal. The following will be evaluated:

A. Reasonableness. Pursuant to FAR 15.404-1(b), the sum of the proposed sample task prices will be used to evaluate price reasonableness. The Cost Proposals may be evaluated for cost reasonableness using any of the cost or price analysis techniques specified in FAR 15.404-1.

B. Realism. The Cost Proposals will be evaluated for cost realism of the cost plus fixed fee Sample Tasks pursuant to FAR 15.404-1(d). Inconsistencies between the Cost and Technical Proposals could raise questions regarding the Offeror's understanding of the requirements and ability to perform the work for the proposed price. The Government may reduce an Offeror's technical evaluation rating of Evaluation Criterion 1 if the cost proposal lacks consistency with, or traceability to, the technical proposal, or the proposed costs are not realistic for the work to be performed. Cost realism analysis will be used to establish each Offeror's total probable cost for best value evaluation. The total probable cost is the sum of the probable cost for Sample Tasks, including the proposed fixed fee. The offeror's proposed cost shall not be controlling for source selection purposes.

C. Completeness. Cost proposals submitted by the Offeror, its teaming partners, subcontractor(s), and consultant(s) will be evaluated for completeness based upon the submission requirements contained in the solicitation cost instructions. In addition, the cost proposals will be evaluated based upon the traceability of the cost estimates to the performance requirements as addressed in the Technical Proposal.